

September 24, 2021

Gabriel Alfredo Germinara
Leap Aviation Inc.
704 N King ST – suite 500
Wilmington
DE 19801

Subject: Leap Aviation Inc. Petition for Exemption to 14 C.F.R. § 47.65

To Federal Aviation Administration,

I am the president of Leap Aviation Inc., a non-citizen American company which is engaged on the sales of used aircrafts. Leap Aviation Inc. ("Leap Aviation") hereby applies for a Grant of Exemption to Title 14 C.F.R. § 47.65. If granted, the requested relief would allow Leap Aviation to obtain a Dealer's Aircraft Registration Certificate, AC Form 8050-6, without meeting the United States citizenship requirements.

Leap Aviation will use the Dealer's Aircraft Registration Certificate for aircraft flight testing and/or to deliver the aircraft to a purchaser. It would eliminate the requirement to obtain a certificate of registration for each aircraft, enabling Leap Aviation to test, ferry, demonstrate and deliver aircraft in a more timely manner.

As required by 14 C.F.R. § 11.81 (a), the contact information for the Petition is as follows:

Name: Leap Aviation Inc
Mailing Address: Gabriel Alfredo Germinara
14359 SW 127th ST
Miami – FL 33186
Telephone: 858-774-4388
e-mail: ggerminara@hotmail.com

Specific section Leap Aviation seeks relief:

Title 14 C.F.R. § 47.65

Eligibility: "To be eligible for a Dealer's Aircraft Registration Certificate, AC Form 8050-6, the applicant must have an established place of Business in the United States, must be substantially engaged in manufacturing or selling aircraft and must be a citizen of the United States".

Background and reason for relief sought:

The owners of Leap Aviation (Gabriel A. Germinara and Renata Mendez Gaspar) are non-citizens permanent residents of the United States and will apply for citizenship in 2022. For this reason, Leap Aviation does not yet meet the citizenship requirement in 14 C.F.R. § 47.65. Leap Aviation therefore requests an exemption from the citizenship eligibility requirement.

Leap Aviation Inc. was incorporated in Delaware at 12/03/2019 and has its established place of business and its Fixed Base Operation located inside Miami Executive Airport at address 14359 SW 127th ST - Miami – FL 33186 (enclosed the hangar rental contract with CR Aviation as proof of the established place of business). At this location, Leap Aviation performs maintenance, refurbishing and keeps its aircrafts to show them to potential buyers. In the past year, Leap Aviation and its owners have been substantially engaged in refurbishing and selling aircrafts (N73063, N737ZJ, N34358, N64213, N20345, N1249U).

Leap Aviation intends to bring new revenue to both local and regional aviation business by engaging in the purchase, refurbishment, and resale of aircrafts within the United States and by delivering an aircraft to a foreign purchaser.

Granting the requested exemption will not adversely affect safety:

Granting Leap Aviation request for exemption to 14 C.F.R. § 47.65 will have no effect on the operational safety of the aircraft. The fact that Leap Aviation, an U.S. corporation considered a foreign citizen, could utilize the administrative benefits of a Dealer's Aircraft Registration Certificate does not directly or indirectly involve any safety related matters.

Granting the Requested Exemption is in the Public Interest:

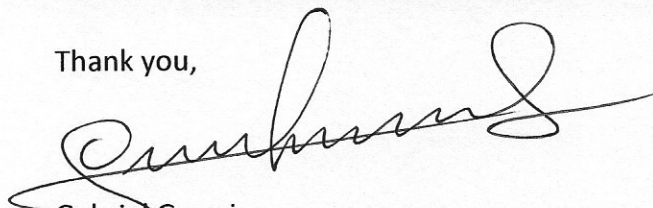
Granting the requested exemption is in the public interest, as in addition to generating employment of local people, granting the exemption will also benefit FAA by reducing the number of applications for registration processed and certificates issued by the FAA. The elimination of this administrative cost on both Leap Aviation and the FAA is in the public interest.

Request to Forego Publication in the Federal Register

As this petition would not set a precedent, I respectfully request that this petition for exemption be granted as expeditiously as possible, avoiding publishing a summary of the petition in the Federal Register.

The FAA has issued a grant of exemption in circumstances similar in all material respects to those presented in this petition. In Grand of Exemption number 10785 (copy enclosed) and exemption number 6717, the FAA found that the issuance of a Dealer's Aircraft Registration Certificate would facilitate the petitioner's operation by eliminating the requirement to obtain a certificate of aircraft registration for each aircraft, and also benefit FAA by reducing the number of applications for registration processed and certificates issued by the FAA.

Thank you,

A handwritten signature in black ink, appearing to read 'Gabriel Germinara', written over a horizontal line.

Gabriel Germinara
President
Leap Aviation Inc.

LEASE AGREEMENT

This Lease Agreement (sometimes hereinafter referred to as the "Lease") made and entered into This 1st day of December, 2017 by and between **C.R. AVIATION INC** (hereinafter called "Lessee"), whose address for purposes hereof is **14359 SW 127 STREET, MIAMI, FL 33186** and **LEAP AVIATION INC** (hereinafter called "Lessee"/"Tenant"), whose address for purposes hereof until the commencement of the Term of this Lease is **10140 W Bay Harbor Dr Stre Apt 503, Miami, FL 33154** and after commencement of the Term of this Lease shall be the "Building" (hereinafter defined).

WITNESSETH:

LEASED

PREMISES 1. Subject to and upon the terms, provisions, covenants and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Lessee does hereby lease, demise and let to Tenant and Tenant does hereby lease, demise and let from Lessee those certain premises (hereinafter sometimes called the "Premises" or "Leased Premises") located at ~~Hangar~~ **14359 SW 127 Street, Building 109, Miami, FL 33186**, such Leased Premises being more particularly described as follows:

TERMS 2. This Lease shall be for the term of **One (1) Year** commencing on the **January 1th 2021** and ending on the **No January 1th 2022** (hereinafter sometimes referred to as the "Lease Term" or "Term"), and automatically renewed unless terminated as provided herein.

BASE

RENT 3. Tenant agrees to pay Lessor a total Base Rental of monthly installments of **Three Thousand Dollars and 00/100 (\$3,000.00). plus taxes**

TIME OF

PAYMENT 4. Tenant agrees: that Tenant will promptly pay said rents at the time and place stated above. Tenant pay 1 months in advance and month as deposit . Late payment after 15 day end the months , impose late fee.

USE 5. The Tenant will use and occupy the Lease Premises for the following use or purpose and for no other use or purpose: No maintenance allow to a third party, only the aircraft own by lessee/tenant (Leap Aviation and its owners Gabriel Alfredo Germinara and Marcelo Raineri)..Lessee agrees to deliver the hangar empty , clean and newly floor painted..

QUIET

ENJOYMENT 6. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all terms, provisions, covenants and conditions on Tenant's part to be observed and performed Tenant shall, subject to all of the terms, provisions, covenants and conditions of this Lease Agreement, peaceably and quietly hold and enjoy the Lease Premises for the Tenant hereby demised.

RULESAND

REGULATIONS 7. Tenant agrees to comply with all rules and regulations Lessee may adopt from time to time for operation of the Building and Parking Facilities and protection and welfare of Building and Parking Facilitise, its tenants, visitors and occupants. Tenant also agrees to be bound by all airport requirements, rules and regulations.

GOVERNMENTAL

REQUIREMENTS 8. Tenant shall faithfully observe in the use of the Leased Premises municipal and county ordinances and codes and state and federal statutes now in force or which may hereafter be in force.

TERMINATION OF LEASE 9. Tenant and Landlord have the option to terminate/cancel this agreement at any time with Sixty (60) day notice.

(A) Comprehensive General Liability Insurance Not Less than \$1,000,000 Combined Single Limit both bodily injury and property damage to coverage CR aviation Inc and MDAD.

Tenant shall deliver to Landlord at least thirty (30) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least thirty (30) days prior to expiration of such policy, Certificates of Insurance evidencing the above coverage with limits no less than those specified above.

NON-DISCLOSURE AGREEMENT 11. Tenant shall execute Exhibit A "Non-Disclosure Agreement" as part of this Lease.

SUCCESSORS AND

ASSIGNS 12. All terms, provisions, covenants and conditions to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, administrators, executors, successors and assigns, subject, however, to the restrictions as to assignment or subletting by Tenant as provided herein. All expressed covenants of this Lease shall be deemed covenants running with the land.

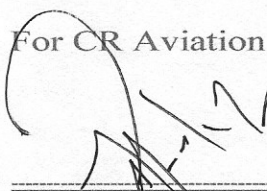
ARBITRATION 13. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Premises. Both parties agree to binding arbitration

ENTIRE

AGREEMENT 14. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Leased Premises, or of the remainder of the terms of this Lease, shall be valid unless notice is given pursuant to clause 9 above.

INWITNESS WHEREOF , the foregoing was executed by the parties hereto, on the date above first written.

For CR Aviation



For : Miguel A Rodriguez F

Foro LEAP Aviation Inc.



For: Gabriel Alfredo Germinara



U.S. Department
of Transportation
**Federal Aviation
Administration**

800 Independence Ave., S.W.
Washington, D.C. 20591

June 3, 2013

Exemption No. 10785
Regulatory Docket No. FAA-2013-0249

Mr. Antonio Jorge Del Grosso
President
Angel Wing Aviation Inc.
4252 Prairie View Dr.
Sarasota, FL 34232

Dear Mr. Grosso:

This letter is to inform you that we have granted your request for exemption. It transmits our decision, explains its basis, and gives you the conditions and limitations of the exemption, including the date it ends.

The Basis for Our Decision

By letter dated March 11, 2013, you petitioned the Federal Aviation Administration (FAA) on behalf of Angel Wing Aviation, Inc. (Angel Wing) for an exemption from § 47.65 of Title 14, Code of Federal Regulations (14 CFR) to the extent necessary to allow Angel Wing to obtain a Dealer's Aircraft Registration Certificate, AC Form 8050-6, without meeting the U.S. citizenship requirements. You stated that you are an American company which is engaged in the sales of used aircraft. Your president is Brazilian. Angel Wing trades with Brazilian customers who purchase aircraft in the United States, and the Brazilian aviation agency, ANAC, has requested that you obtain a Dealer's Aircraft Registration Certificate for the import process.

The FAA has determined that good cause exists for not publishing a summary of the petition in the Federal Register because the requested exemption would not set a precedent, and any delay in acting on this petition would be detrimental to Angel Wing.

The FAA has issued grants of exemption in circumstances similar in all material respects to those presented in your petition. In Grant of Exemption No. 6717 (copy enclosed), the FAA found that the issuance of a Dealer's Aircraft Registration Certificate would facilitate the petitioner's operation by eliminating the requirement to obtain a certificate of aircraft

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registration for each aircraft and, thus, enable them to test and demonstrate aircraft in a more timely manner. It would also benefit the FAA by reducing the number of applications for registration processed and certificates issued by the FAA.

Having reviewed your reasons for requesting an exemption, I find that—

- they are similar in material respects to relief previously requested in the enclosed Grant of Exemption No. 6717;
- the reasons stated by the FAA for granting the enclosed Grant of Exemption No. 6717 also apply to the situation you present; and
- a grant of exemption is in the public interest.

Our Decision

Under the authority contained in 49 U.S.C. 40113 and 44701, which the FAA Administrator has delegated to me, I hereby grant Angel Wing Aviation, Inc., an exemption from 14 CFR § 47.65 to the extent necessary to obtain a Dealer's Aircraft Registration Certificate without meeting citizenship requirements, subject to the conditions and limitations described below.

Conditions and Limitations

1. This exemption pertains to citizenship requirements only. Angel Wing must adhere to all other requirements and limitations of the Dealer's Aircraft Registration Certificate as stated in Part 47, Subpart C – Dealer's Aircraft Registration Certificate.
2. Operation of aircraft registered under a Dealer's Aircraft Registration Certificate is limited to flights within the United States. The operation of aircraft outside the United States requires an aircraft registration certificate issued under 14 CFR § 47.31.
3. Angel Wing will be issued a Dealer's Aircraft Registration Certificate upon receipt of a completed Dealer's Aircraft Registration Application, the required fee, and a certified true copy of the Articles or Certificate of Incorporation.